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Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,)	No. CR 99-123-AHM
Plaintiff,)	<u>PLEA AGREEMENT FOR DEFENDANT</u>
v.)	<u>BRUCE BELL</u>
BRUCE EDWARD BELL and)	
MONTEZ DAY,)	
Defendants.)	

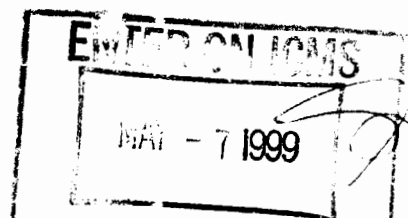
1. This constitutes the plea agreement between Bruce Bell ("defendant") and the United States Attorney's Office for the Central District of California ("the U.S. Attorney's Office") in the above-captioned case. The terms of the agreement are as follows:

PLEA

2. Defendant agrees to plead guilty to counts two and three of the indictment in United States v. Bruce Bell, et al., No. CR 99-123-AHM. Count two charges defendant with Armed Bank Robbery, in violation of Title 18, United States Code, Section 2113(a)(d). Count three charges defendant with Using and Carrying a Firearm

May 5 3 46 PM '99
CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
BY: LOS ANGELES

FILED



1 During and in Relation to a Crime of Violence, in violation of Title
2 18, United States Code, Section 924(c).

3
4 NATURE OF THE OFFENSE

5 3. In order for defendant to be guilty of violating Title 18,
6 United States Code, Section 2113(a)(d), the following must be true:

7 (1) defendant took from a teller money belonging to a bank; (2)
8 defendant used force and violence, or intimidation in doing so; (3)
9 the deposits of the bank were then insured by the Federal Deposit
10 Insurance Corporation; and (4) defendant intentionally made a show
11 of force that caused the teller to fear bodily harm by using a
12 dangerous weapon.

13 In order for defendant to be guilty of violating Title 18,
14 United States Code, Section 924(c), the following must be true: (1)
15 defendant committed the crime of violence charged in the indictment,
16 bank robbery in this case; (2) defendant knowingly used or carried a
17 firearm; (3) defendant used or carried the firearm during and in
18 relation to the crime of violence. Because defendant is subject to
19 the enhanced seven-year mandatory minimum sentence, defendant must
20 also have brandished the firearm.

21 Defendant admits that defendant is, in fact, guilty of these
22 offenses as described in the indictment.

23
24 PENALTIES

25 4. The statutory maximum sentence that the Court can impose
26 for a violation of Title 18, United States Code, Section 2113(a)(d)
27 is: twenty-five years imprisonment; a five-year period of supervised
28 release; a fine of \$250,000 or twice the gross gain or gross loss

1 resulting from the offense, whichever is greatest; and a mandatory
2 special assessment of \$100.

3 The statutory maximum sentence that the Court can impose for
4 the violation of Title 18, United States Code, Section 924(c) to
5 which defendant is pleading guilty is: life imprisonment; a five-
6 year period of supervised release; a fine of \$250,000 or twice the
7 gross gain or gross loss resulting from the offense, whichever is
8 greatest; and a mandatory special assessment of \$100.

9 Therefore, the total maximum sentence for all offenses to which
10 defendant is pleading guilty is: life imprisonment; a five-year
11 period of supervised release; a fine of \$500,000 or twice the gross
12 gain or gross loss resulting from the offenses, whichever is
13 greatest; and mandatory special assessments of \$200. Defendant
14 agrees to pay the special assessments at or before the time of
15 sentencing.

16 The statutory mandatory minimum sentence that the Court must
17 impose for this violation of Title 18, United States Code, Section
18 924(c), is a seven-year term of imprisonment, which must run
19 consecutive to any other sentence of imprisonment.

20 5. Defendant understands that if defendant is presently on
21 supervised release, probation, or parole in another case, the
22 convictions in this case may result in revocation of such supervised
23 release, probation, or parole.

24 6. Supervised release is a period of time following
25 imprisonment during which defendant will be subject to various
26 restrictions and requirements. Defendant understands that if
27 defendant violates one or more of the conditions of any supervised
28 release imposed, defendant may be returned to prison for all or part

1 of the term of supervised release, which could result in defendant
2 serving a total term of imprisonment greater than the statutory
3 maximum stated above.

4
5 FACTUAL BASIS

6 7. Defendant and the U.S. Attorney's Office agree and
7 stipulate to the following statement of facts:

8 Defendant entered the Home Savings of America in San
9 Fernando, California on January 26, 1999, brandishing a loaded
10 .38 caliber revolver. Defendant and his accomplice Montez Day
11 then forced assistant manager Elizabeth Aguillon to open the
12 bank vault, and took approximately \$85,600 in cash belonging to
13 Home Savings of America, which was then insured by the Federal
14 Deposit Insurance Corporation.

15
16 SENTENCING FACTORS

17 8. Defendant understands that the Court is required to
18 consider any applicable sentencing guidelines but may depart from
19 those guidelines under some circumstances.

20 9. Defendant and the U.S. Attorney's Office have no agreement
21 as to the appropriate sentence or the applicable sentencing
22 guideline factors. Both parties reserve the right to seek any
23 sentence within the statutory maximum, and to argue for any criminal
24 history category and score, offense level, specific offense
25 characteristics, adjustments and departures, except as limited by
26 paragraph 11.

27 10. Defendant understands that neither the United States
28 Probation Office nor the Court is bound by any stipulation in this

1 agreement, and that the Court, with the aid of the presentence
2 report, will determine the facts and calculations relevant to
3 sentencing. Both defendant and the U.S. Attorney's Office are free
4 to supplement the facts stipulated to in this agreement by supplying
5 relevant information to the United States Probation Office and the
6 Court, and to correct any and all factual misstatements relating to
7 the calculation of the sentence. Defendant understands that if the
8 Court finds facts or reaches conclusions different from those in any
9 stipulation contained in this agreement, defendant cannot, for that
10 reason alone, withdraw defendant's guilty pleas.

11
12 CONSIDERATION BY THE U.S. ATTORNEY'S OFFICE

13 11. In exchange for defendant's guilty plea and the complete
14 fulfillment of all defendant's obligations under this agreement, the
15 U.S. Attorney's Office agrees to the following:

16 a. To move to dismiss count one as against defendant at
17 the time of sentencing.

18 b. To recommend a two-level reduction in the applicable
19 sentencing guideline offense level, pursuant to United States
20 Sentencing Guideline §3E1.1, provided that defendant demonstrates an
21 acceptance of responsibility for the offenses up to and including
22 the time of sentencing.

23 c. To recommend an additional one-level reduction in the
24 applicable sentencing guideline offense level for acceptance of
25 responsibility pursuant to United States Sentencing Guideline
26 §3E1.1(b)(2), provided that (1) defendant's adjusted offense level
27 is determined by the court to be level 16 or greater, and (2)
28

1 defendant demonstrates an acceptance of responsibility for the
2 offenses up to and including the time of sentencing.

3
4 WAIVER OF CONSTITUTIONAL RIGHTS

5 12. By pleading guilty, defendant gives up the right to
6 persist in a plea of not guilty and the right to a speedy and public
7 trial by jury. As a result of defendant's guilty plea, there will
8 be no trial. At any trial, whether by jury or by the Court,
9 defendant would have had the following rights, which defendant now
10 gives up:

11 a. The right to the assistance of counsel, including, if
12 defendant could not afford an attorney, the right to have the Court
13 appoint one to represent defendant.

14 b. The right to be presumed innocent and to have the
15 burden of proof placed on the government to prove defendant guilty
16 beyond a reasonable doubt.

17 c. The right to confront and cross-examine witnesses
18 against defendant.

19 d. The right, if defendant wished, to testify on
20 defendant's own behalf and present evidence in opposition to the
21 charges, including the right to call witnesses and to subpoena those
22 witnesses to testify.

23 e. The right not to be compelled to testify, and, if
24 defendant chose not to testify or present evidence, to have that
25 choice not be used against defendant.

26 By pleading guilty, defendant also gives up any and all rights
27 to pursue any affirmative defenses, Fourth Amendment or Fifth
28

1 Amendment claims, and other pretrial motions that have been filed or
2 could be filed.

3
4 PARTIES TO AGREEMENT

5 13. Defendant understands that the Court is not a party to
6 this agreement and is under no obligation to accept any
7 recommendation by the U.S. Attorney's Office or the parties
8 regarding the sentence to be imposed. Defendant further understands
9 that even if the Court ignores such a recommendation and/or imposes
10 any sentence up to the maximum established by statute, defendant
11 cannot, for that reason, withdraw defendant's guilty pleas, and
12 defendant will remain bound to fulfill all defendant's obligations
13 under this agreement. Defendant understands that no one -- not the
14 prosecutor, defendant's attorney, or the Court -- can make a binding
15 prediction or promise regarding the sentence defendant will receive,
16 except that it will be within the statutory maximum.

17 14. This agreement is limited to the U.S. Attorney's Office
18 and cannot bind any other federal, state or local prosecuting,
19 administrative or regulatory authorities. This agreement applies
20 only to crimes committed by defendant. This agreement does not
21 apply to any forfeiture proceedings, and shall not preclude any
22 past, present, or future forfeiture actions.

23
24 NO ADDITIONAL AGREEMENTS

25 15. Except as set forth herein, there are no promises,
26 understandings or agreements between the government and defendant or
27 defendant's counsel. Nor may any additional agreement,
28

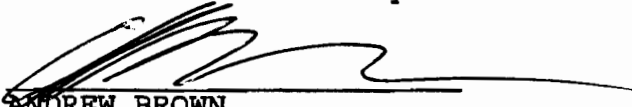
1 understanding or condition be entered into unless in a writing
2 signed by all parties or on the record in court.

3 If a fully executed copy of this agreement is not returned to
4 the U.S. Attorney's Office by 5:00 p.m. May 3, 1999, this agreement
5 will be automatically withdrawn and thereafter of no legal effect or
6 force.

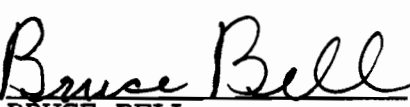
7 AGREED AND ACCEPTED

8 UNITED STATES ATTORNEY'S OFFICE
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA

10 ALEJANDRO N. MAYORKAS
11 United States Attorney

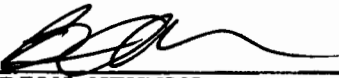
12 
13 ANDREW BROWN
14 Assistant United States Attorney

15 I have read this agreement and carefully discussed every part
16 of it with my attorney. I understand the terms of this agreement,
17 and I voluntarily agree to those terms. My attorney has advised me
18 of my rights, of possible defenses, of the Sentencing Guideline
19 provisions, and of the consequences of entering into this agreement.
20 No promises or inducements have been made to me other than those
21 contained in this agreement. No one has threatened or forced me in
22 any way to enter into this agreement. Finally, I am satisfied with
23 the representation of my attorney in this matter.

24 
25 BRUCE BELL
26 Defendant

5-3-99
Date

1 I am Bruce Bell's attorney. I have carefully discussed every
2 part of this agreement with my client. Further, I have fully
3 advised my client of his rights, of possible defenses, of the
4 Sentencing Guideline provisions, and of the consequences of entering
5 into this agreement. To my knowledge, my client's decision to enter
6 into this agreement is an informed and voluntary one.

7
8 
9 BRIAN NEWMAN
Counsel for Defendant
Bruce Bell

5-3-99
Date

CERTIFICATE OF SERVICE BY MAIL

I, REGINA AUTREY, declare:

That I am a citizen of the United States and resident or employed in Los Angeles County, California; that my business address is Office of United States Attorney, United States Courthouse, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of eighteen years, and am not a party to the above-entitled action;

That I am employed by the United States Attorney for the Central District of California who is a member of the bar of the United States District Court for the Central District of California, at whose direction the service by mail described in this Certificate was made; that on May 5, 1999, I deposited in the United States mails in the United States Courthouse at 312 North Spring Street, Los Angeles, California, in the above-entitled action, in an envelope bearing the requisite postage, a copy of: **PLEA AGREEMENT FOR DEFENDANT BRUCE BELL**

addressed to: **Brian A. Newman, Esq.**
300 Corporate Pointe
Suite 330
Culver City, California 90230

at His last known address, at which place there is a delivery service by United States Mail.

This Certificate is executed on May 5, 1999 at Los Angeles, California.

I certify under penalty of perjury that the foregoing is true and correct.


REGINA AUTREY